

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Docket HWCA 20030194

Rho-Chem Corporation

CONSENT ORDER

425 Isis Avenue

Inglewood, California 90301

Health and Safety Code

Section 25187

CAD 008 364 432

Respondent.

The State Department of Toxic Substances Control (Department) and Rho-Chem Corporation (Respondent) enter into this Consent Order and agree as follows:

1. Respondent treats, stores, and/or disposes of hazardous waste at 425 Isis Avenue, Inglewood, California 90301 (Site). Respondent also transports hazardous waste.

2. The Department inspected the Site on November 4, 2002.

3. The Department alleges the following violations:

3.1. The Respondent violated Health and Safety Code section 25202, subdivision (a), California Code of Regulations, title 22, section 66270.30, subsection (a), and Hazardous Waste Facility Permit, Part IV, A (1)(f) in that on or about November 6, 2002, Respondent stored hazardous waste at a point not authorized. Respondent stored drums of hazardous waste destined for off-site shipment in a truck trailer parked in the "Transfer Station" area of the facility, an area not authorized for hazardous waste storage.

3.2. The Respondent violated California Code of Regulations, title 22, section 66262.20, subsection (b) in that on or about April 23, 2002, Respondent designated on a manifest a facility which is not permitted to handle the waste shipped with the manifest.

3.3. The Respondent violated California Code of Regulations, title 22, section 66262.23, subsection (a)(1) in that on or about April 23, 2002, Respondent failed to properly complete the waste section of a manifest (incorrect hazardous waste description and code) for a load of hazardous waste transported off-site. Respondent failed to accurately described the waste and used an incorrect waste code.

4. A dispute exists regarding the alleged violations.

5. The parties wish to avoid the expense of litigation and to ensure prompt compliance.

6. Jurisdiction exists pursuant to Health and Safety Code section 25187.

1           7.     Respondent waives any right to a hearing in this  
2 matter.

3           8.     This Consent Order shall constitute full settlement  
4 of the violations alleged above, but does not limit the Department  
5 from taking appropriate enforcement action concerning other  
6 violations.

7           9.     Respondent admits the violations described above.  
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9                               SCHEDULE FOR COMPLIANCE

10          10.    Respondent shall comply with the following:

11          10.1.   Effective immediately, Respondent shall store  
12 hazardous waste in permitted areas only.

13          10.2.   Effective immediately, Respondent shall only  
14 designate on the manifest one facility which is permitted to handle  
15 the waste described on the manifest.

16          10.3.   Effective immediately, Respondent shall accurately  
17 complete the generator and waste section of the hazardous waste  
18 manifest for hazardous waste transported off-site.

19          10.4.   Submittals:     All submittals from Respondent  
20 pursuant to this Consent Order shall be sent to:

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22                   Robert Kou, Unit Chief  
23                   Statewide Compliance Division  
24                   Department of Toxic Substances Control  
25                   1011 North Grandview Avenue  
26                   Glendale, CA 91201

27          10.5.   Communications:   All approvals and decisions of  
28 the Department made regarding such submittals and notifications

shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required.

10.6. Department Review and Approval: If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Consent Order fails to comply with the Order or fails to protect public health or safety or the environment, the Department may return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

10.7. Compliance with Applicable Laws: Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

10.8. Endangerment during Implementation: In the event that the Department determines that any circumstances or activity (whether or not pursued in compliance with this Consent Order) are creating an imminent or substantial endangerment to the health or welfare of people on the site or in the surrounding area or to the environment, the Department may order Respondent to stop further implementation for such period of time as needed to abate the endangerment. Any deadline in this Consent Order directly affected

1 by a Stop Work Order under this section shall be extended for the  
2 term of such Stop Work Order.

3           10.9. Liability: Nothing in this Consent Order shall  
4 constitute or be construed as a satisfaction or release from  
5 liability for any conditions or claims arising as a result of past,  
6 current, or future operations of Respondent, except as provided in  
7 this Consent Order. Notwithstanding compliance with the terms of  
8 this Consent Order, Respondent may be required to take further  
9 actions as are necessary to protect public health or welfare or the  
10 environment.

11           10.10. Site Access: Access to the Site shall be  
12 provided at all reasonable times to employees, contractors, and  
13 consultants of the Department, and any agency having jurisdiction.  
14 Nothing in this Consent Order is intended to limit in any way the  
15 right of entry or inspection that any agency may otherwise have by  
16 operation of any law. The Department and its authorized  
17 representatives may enter and move freely about all property at the  
18 Site at all reasonable times for purposes including but not limited  
19 to: inspecting records, operating logs, and contracts relating to  
20 the Site; reviewing the progress of Respondent in carrying out the  
21 terms of this Consent Order; and conducting such tests as the  
22 Department may deem necessary. Respondent shall permit such  
23 persons to inspect and copy all records, documents, and other  
24 writings, including all sampling and monitoring data, in any way  
25 pertaining to work undertaken pursuant to this Consent Order.

26           10.11. Sampling, Data, and Document Availability:  
27 Respondent shall permit the Department and its authorized  
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1 representatives to inspect and copy all sampling, testing,  
2 monitoring, and other data generated by Respondent or on  
3 Respondent's behalf in any way pertaining to work undertaken  
4 pursuant to this Consent Order. Respondent shall allow the  
5 Department and its authorized representatives to take duplicates  
6 of any samples collected by Respondent pursuant to this Consent  
7 Order. Respondent shall maintain a central depository of the data,  
8 reports, and other documents prepared pursuant to this Consent  
9 Order. All such data, reports, and other documents shall be  
10 preserved by Respondent for a minimum of six years after the  
11 conclusion of all activities under this Consent Order. If the  
12 Department requests that some or all of these documents be  
13 preserved for a longer period of time, Respondent shall either  
14 comply with that request, deliver the documents to the Department,  
15 or permit the Department to copy the documents prior to  
16 destruction. Respondent shall notify the Department in writing at  
17 least six months prior to destroying any documents prepared  
18 pursuant to this Consent Order.

19           10.12. Government Liabilities: The State of California  
20 shall not be liable for injuries or damages to persons or property  
21 resulting from acts or omissions by Respondent or related parties  
22 specified in paragraph 12.3, in carrying out activities pursuant  
23 to this Consent Order, nor shall the State of California be held  
24 as a party to any contract entered into by Respondent or its agents  
25 in carrying out activities pursuant to this Consent Order.

26           10.13. Incorporation of Plans and Reports: All plans,  
27 schedules, and reports that require Department approval and are  
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1 submitted by Respondent pursuant to this Consent Order are  
2 incorporated in this Consent Order upon approval by the Department.

3 10.14. Extension Requests: If Respondent is unable to  
4 perform any activity or submit any document within the time  
5 required under this Consent Order, the Respondent may, prior to  
6 expiration of the time, request an extension of time in writing.  
7 The extension request shall include a justification for the delay.

8 10.15. Extension Approvals: If the Department  
9 determines that good cause exists for an extension, it will grant  
10 the request and specify in writing a new compliance schedule.

#### 11 PAYMENTS

12 11. Respondent shall pay the Department a total of  
13 \$17,000 as a penalty. The payments shall be paid in two (2)  
14 installments of \$6,000 and one (1) installment of \$5,000. The two  
15 installments of \$6,000 each are due and payable as follows: on  
16 July 1, 2003; and on November 1, 2003. The final installment in  
17 the amount of \$5,000 is due and payable on February 1, 2004. Any  
18 installment payment that is received by the Department more than  
19 15 days after it is due will be subject to a \$250 penalty, such  
20 penalty shall be paid by Respondent no later than the due date of  
21 the next installment payment. If Respondent fails to make a full  
22 installment payment within thirty (30) days of its due date, then  
23 the Department, at its option, may declare the entire balance of  
24 the outstanding penalty due and owing. If Respondent fails to make  
25 any payment timely as provided above, Respondent agrees to pay  
26 interest thereon at the rate established pursuant to Health and  
27 Safety Code section 25360.1. Respondent further agrees to pay all

1 costs and attorney's fees incurred by the Department in pursuing  
2 the collection of any sums the payment of which becomes delinquent  
3 hereunder. Respondent's checks shall be made payable to Department  
4 of Toxic Substances Control, and shall be delivered together with  
5 the attached Payment Voucher to:

6 Department of Toxic Substances Control  
7 Accounting Office  
8 1001 I Street  
9 P. O. Box 806  
10 Sacramento, California 95812-0806

11 A photocopy of the check shall be sent to:

12 Robert Kou, Unit Chief  
13 Southern California Branch  
14 Statewide Compliance Division  
15 Department of Toxic Substances Control  
16 1011 North Grandview Avenue  
17 Glendale, California 91201

#### 18 OTHER PROVISIONS

19 12.1. Additional Enforcement Actions: By agreeing to  
20 this Consent Order, the Department does not waive the right to take  
21 further enforcement actions, except to the extent provided in this  
22 Consent Order.

23 12.2. Penalties for Noncompliance: Failure to comply  
24 with the terms of this Consent Order may subject Respondent to  
25 civil penalties and/or punitive damages for any costs incurred by  
26 the Department or other government agencies as a result of such  
27 failure, as provided by Health and Safety Code section 25188 and  
28 other applicable provisions of law.

12.3. Parties Bound: This Consent Order shall apply to



1 and be binding upon Respondent and its officers, directors, agents,  
2 receivers, trustees, employees, contractors, consultants,  
3 successors, and assignees, including but not limited to  
4 individuals, partners, and subsidiary and parent corporations, and  
5 upon the Department and any successor agency that may have  
6 responsibility for and jurisdiction over the subject matter of this  
7 Consent Order.

8           12.4. Effective Date: The effective date of this  
9 Consent Order is the date it is signed by the Department.

10           12.5. Integration: This agreement constitutes the entire  
11 agreement between the parties and may not be amended, supplemented,  
12 or modified, except as provided in this agreement.

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14 Notices under this paragraph are subject to paragraph 10.2.

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20 Dated: 05/06/2003

ORIGINAL SIGNED BY RESPONDENT

21 Signature of Respondent's  
22 Respondent

23  
24 ORIGINAL SIGNED BY HECTOR SANCHEZ

25 Typed or Printed Name and  
26 Title of Respondents  
Representative

27 Dated: 07/14/2003

ORIGINAL SIGNED BY ROBERT KOU

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Robert Kou, Unit Chief  
Statewide Compliance Division  
Department of Toxic Substances  
Control